

Terms of delivery and payment

I. Conclusion of contract

1. These terms of delivery and payment shall apply to all deliveries and services provided. Divergent arrangements, in particular conflicting terms and conditions of the Buyer, shall not be recognised, even if we have not expressly objected to them. Deviations herefrom shall require our express written confirmation.
2. Our offers are non-binding and subject to change without notice. The nature and scope of our obligations shall be governed exclusively by our confirmations of order. This shall also apply if specific reference is made to the order.
3. Stated delivery times are only binding if confirmed by us as such in writing. Delivery deadlines shall be suspended during events of force majeure, stoppages or traffic disruptions, strikes, lockouts or other events for which we are not responsible. If an agreed delivery date that has been extended pursuant to the aforementioned sentence is exceeded, the Buyer shall be entitled to extend the delivery deadline by a reasonable period. If delivery does not take place by the end of the extended delivery deadline, the Buyer may rescind the agreement. Notice of rescission must be submitted immediately following the expiry of the extension granted.

II. Delivery

1. Part deliveries are permissible.
2. Unless agreed otherwise, shipment shall occur at the Buyer's expense.
3. Deliveries include packaging unless the packaging is explicitly lent. A surcharge will be levied for small packages. Packaging material loaned to the Buyer must be returned as soon as possible. Our packaging bears the RESY/REPASACK label, entitling us to charge a flat-rate disposal fee.
4. Our deliveries are subject to the customary tolerance limits of 10% by volume.

III. Terms of payment

1. Invoices are only issued by us and must only be paid to us.
2. Our invoices are due for payment without deduction immediately following receipt.
3. Notwithstanding further rights, default interest amounting to 8 percentage points above the base lending rate will be charged in the event of payment default after a corresponding reminder. Delayed payment of a delivery or justified doubts concerning the Buyer's liquidity and creditworthiness may prompt us to call all claims against the Buyer due and to make future deliveries only against payment in advance. The Buyer shall not be entitled to assert a right of retention with regard to our due payment claims, unless the counterclaims are uncontested or have been established by legally bind court decision.

IV. Terms of payment

1. Written notices of defects must be sent to us immediately, however no later than 8 days following delivery of the goods and in the case of hidden defects 8 days following discovery of the defect. This period shall only be granted if the notice of defect is sent to us and not to our representatives.

In the case of recognisable and hidden defects or the lack of warranted properties, we shall provide 6 months warranty following dispatch of the goods by, at our option, either repairing the goods without obligation or by making a replacement delivery of goods that are free of defects. If the subsequent improvement/repair is impossible or if we fall into arrears with the subsequent improvement / repairs, the Buyer shall be entitled to rescind the agreement following the expiry of a reasonable period.

2. Any information concerning possible product processing or applications, technical advice and other details are provided to the best of our knowledge and belief, however, without any obligation and to the exclusion of any liability on our part. Written or oral application-specific advice provided by us shall only be deemed to constitute binding advice, including with regard to any third-party property rights and shall not exempt the Buyer from its obligation to inspect the products for their suitability for the intended processes and purposes. We only guarantee that our products are of consistent quality. Specific

properties shall only be regarded as guaranteed if explicitly confirmed in writing.

3. The warranty shall lapse if the delivered goods are handled improperly.
4. Claims for damages on the part of the Buyer resulting from default, impossibility of performance, positive breach of contractual obligations, fault upon conclusion of the agreement and claims in tort, in particular also claims for compensation of damages not affecting the delivery item itself (consequential damages) are excluded unless caused by us or our employees intentionally or through acts of gross negligence. Where the Buyer is entitled to claim damages from us, we shall only be obliged to compensate the damage foreseeable at the time of conclusion of the agreement.

V. Minimum purchase quantities

A minimum purchase quantity of 25 kg shall apply for colours not in our standard product range. A minimum initial order amount of 25 kg per colour tone shall apply for special orders or special properties.

VI. Reservation of title

1. All delivered items shall remain our property until all receivables resulting from our business relations with the customer, irrespective of the legal grounds, have been paid in full. The goods may not be pledged or furnished as security without our written consent. The Buyer shall notify us immediately in the event of seizure by third-parties and afford us the necessary assistance to enable us to safeguard our rights.
2. The Buyer is entitled to process and/or sell the goods delivered by us in the ordinary course of business.
3. The reservation of title shall also apply for the products resulting from processing. If our products are combined or commingled with materials that do not belong to us, we shall always acquire co-ownership thereof. In such cases, the Buyer shall be the custodian of the goods on our behalf.

Insofar as we still hold property rights to the goods, the Buyer shall assign any claims resulting from the resale of the goods to us here and now. We accept this assignment here and now. The Buyer is entitled and obliged to collect the claims assigned to us as long as we have not revoked this authority. The Buyer's authorisation to collect shall expire without express revocation, if and as soon as it falls behind with the fulfilment of its obligations towards us or if we become aware of other circumstances that give rise to doubts as to the Buyer's creditworthiness. Upon request, the Buyer shall disclose to us in writing without delay to whom it sold the goods and which claims it is entitled to as a result of the sale. Furthermore, it shall provide us with all document needed to assert the assigned claims. We shall be entitled to contact the Buyer's customers, informing them of the assignment of the Buyer's claims and to collect same.

4. If the Buyer defaults on its payment obligations towards us, or its financial circumstances deteriorate to a significant degree or if it breaches any other contractual obligations, and notwithstanding our other rights, we shall be entitled to demand the surrender of the goods and to collect same while at the same time adhering to the purchase agreement. In such case, the Buyer shall forfeit its right of ownership.
5. We undertake to transfer ownership of the goods to which we are entitled and to reassign the claims assigned to us to the Buyer at the latter's request if and to the extent that the value of the goods/assigned claims exceeds the total claims to which we are entitled (including any interest and ancillary costs) by 20%.

VII. Place of performance and jurisdiction

The place of performance for delivery and payment is Karlstein. The place of jurisdiction is Aschaffenburg district court or Aschaffenburg regional court unless a different place of performance of jurisdiction is justified on the basis of mandatory statutory provisions . especially in the case of non-merchants.